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4 Attorney for Plaintiff
5 ENVIRONMENTAL RESEARCH CENTER, INC.

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7 SIDLEY AUSTIN LLP
555 West Fifth Street, Suite 4000
8 Los Angeles, California 90013-1010
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9 Facsimile: (213) 896-6600

10 Attorney for Defendant
11 KAY'S PROCESSING, LLC

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF ALAMEDA**

15 ENVIRONMENTAL RESEARCH CENTER,
16 INC., a non-profit California corporation,

17 Plaintiff,

18 vs.

19 KAY'S PROCESSING LLC, a Minnesota
20 limited liability company,

21 Defendant.

CASE NO. RG17871414

**STIPULATED CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: August 14, 2017

Trial Date: None set

22
23 **1. INTRODUCTION**

24 On August 14, 2017, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit
25 corporation, as a private enforcer and in the public interest, initiated this action by filing a
26 Complaint for Injunctive Relief and Civil Penalties (the "Complaint") pursuant to the provisions
27 of California Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"), against KAY'S
28 PROCESSING, LLC ("KAY'S PROCESSING"). In this action, ERC alleges that a number of

1 products manufactured, distributed, or sold by KAY’S PROCESSING contain lead, a chemical
2 listed under Proposition 65 as a carcinogen and reproductive toxin, and expose consumers to this
3 chemical at a level requiring a Proposition 65 warning. These products (referred to hereinafter
4 individually as a “Covered Product” or collectively as “Covered Products”) are:

- 5 • Kay's Naturals Inc. Protein Pretzel Sticks Cinnamon Toast
- 6 • Kay's Naturals Inc. Protein Chips Crispy Parmesan
- 7 • Kay's Naturals Inc. Protein Cereal Apple Cinnamon
- 8 • Kay's Naturals Inc. Protein Kruncheeze White Cheddar Cheese
- 9 • Kay's Naturals Inc. Protein Cereal Honey Almond
- 10 • Kay's Naturals Inc. Protein Cookie Bites Cinnamon Almond
- 11 • Kay's Naturals Inc. Protein Chips Chili Nacho Cheese
- 12 • Kay's Naturals Inc. Protein Snack Mix Sweet BBQ Mix
- 13 • Kay's Naturals Inc. Protein Cereal French Vanilla
- 14 • Kay's Naturals Inc. Protein Puffs Almond Delight
- 15 • Kay's Naturals Inc. Protein Pretzel Sticks Jalapeno Honey Mustard
- 16 • Kay's Naturals Inc. Protein Cookie Bites Honey Almond
- 17 • Kay’s Naturals Inc. Protein Cookie Bites Mocha Espresso
- 18 • Kay’s Naturals Inc. Protein Puffs Mac & Cheese
- 19 • Kay’s Naturals Inc. Protein Pretzel Sticks Original Flavor

20 **1.1** ERC and KAY’S PROCESSING are hereinafter referred to individually as a
21 “Party” or collectively as the “Parties.”

22 **1.2** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other
23 causes, helping safeguard the public from health hazards by reducing the use and misuse of
24 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
25 and encouraging corporate responsibility.

26 **1.3** For purposes of this Consent Judgment, the Parties agree that KAY’S
27 PROCESSING is a business entity that has employed ten or more persons at all times relevant to
28

1 this action, and qualifies as a “person in the course of business” within the meaning of Proposition
2 65. KAY’S PROCESSING manufactures, distributes, and/or sells the Covered Products.

3 **1.4** The Complaint is based on allegations contained in ERC’s Notice of Violation
4 dated March 24, 2017 that was served on the California Attorney General, other public
5 enforcers, and KAY’S PROCESSING (“Notice”). A true and correct copy of the 60-Day
6 Notice dated March 24, 2017 is attached hereto as **Exhibit A** and is incorporated herein by
7 reference. More than 60 days have passed since the Notice was served on the Attorney
8 General, public enforcers, and KAY’S PROCESSING and no designated governmental entity
9 has filed a complaint against KAY’S PROCESSING with regard to the Covered Products or the
10 alleged violations.

11 **1.5** ERC’s Notice and Complaint allege that use of the Covered Products exposes
12 persons in California to lead without first providing clear and reasonable warnings in violation
13 of California Health and Safety Code section 25249.6. KAY’S PROCESSING denies all
14 material allegations contained in the Notice and Complaint.

15 **1.6** The Parties have entered into this Consent Judgment in order to settle,
16 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
17 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or
18 be construed as an admission by any of the Parties or by any of their respective officers,
19 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,
20 licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or
21 violation of law.

22 **1.7** Except as expressly set forth herein, nothing in this Consent Judgment shall
23 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
24 current or future legal proceeding unrelated to these proceedings.

25 **1.8** The Effective Date of this Consent Judgment is the date on which notice is given
26 that it has been entered as a Judgment by this Court.

27 **2. JURISDICTION AND VENUE**

28 For purposes of this Consent Judgment and any further court action that may become

1 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
2 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
3 over KAY'S PROCESSING as to the acts alleged in the Complaint, that venue is proper in
4 Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and
5 final resolution of all claims up through and including the Effective Date which were or could
6 have been asserted in this action based on the facts alleged in the Notice and Complaint.

7 **3. INJUNCTIVE RELIEF, REFORMULATION, AND WARNINGS**

8 **3.1** Beginning on the Effective Date, KAY'S PROCESSING shall be permanently
9 enjoined from manufacturing for sale in the State of California, "Distributing into the State of
10 California", or directly selling in the State of California, any Covered Products which expose a
11 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day unless it
12 meets the warning requirements under Section 3.2.

13 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State
14 of California" shall mean to directly ship a Covered Product into California for sale in
15 California or to sell a Covered Product to a distributor that KAY'S PROCESSING knows or
16 has reason to know will sell the Covered Product in California.

17 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure
18 Level" shall be measured in micrograms, and shall be calculated using the following formula:
19 micrograms of lead per gram of product, multiplied by grams of product per serving of the
20 product (using the largest serving size appearing on the product label), multiplied by servings
21 of the product per day (using the largest number of servings in a recommended dosage
22 appearing on the product label), which equals micrograms of lead exposure per day. If no
23 recommended daily serving size is provided on the label, then the daily serving size shall equal
24 one.

25 **3.2 Clear and Reasonable Warnings**

26 If KAY'S PROCESSING is required to provide a warning pursuant to Section 3.1, the
27 following warning must be utilized ("Warning"):

28 **WARNING:** Consuming this product can expose you to chemicals including lead which is

1 [are] known to the State of California to cause [cancer and] birth defects or other
2 reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

3 or a safe harbor warning that may be set forth in a successor to Cal. Code of Regs., tit. 27, section
4 25607.2 KAY'S PROCESSING shall use the phrase "cancer and" in the Warning if KAY'S
5 PROCESSING has reason to believe that the "Daily Lead Exposure Level" is greater than 15
6 micrograms of lead or if KAY'S PROCESSING has reason to believe that another Proposition 65
7 chemical is present which may require a cancer warning.

8 The Warning shall be securely affixed to or printed upon the container or label of each
9 Covered Product. In addition, for any Covered Product sold over the internet by KAY's
10 PROCESSING, the Warning shall appear on the checkout page, in a pop-up window, or on the
11 product detail page when a California delivery address is indicated for any purchase of any
12 Covered Product. An asterisk or other identifying method must be utilized to identify which
13 products being purchased are subject to the Warning.

14 The Warning shall be at least the same size as the largest of any other health or safety
15 warnings also appearing on its website or on the label or container of KAY'S PROCESSING's
16 product packaging and the word "**WARNING**" shall be in all capital letters and in bold print. The
17 Warning will not contain statements indicating that the chemicals in the Covered Products are
18 naturally occurring.

19 KAY'S PROCESSING must display the above Warning with such conspicuousness, as
20 compared with other words, statements, design of the label, container, or on its website, as
21 applicable, to render the Warning likely to be read and understood by an ordinary individual under
22 customary conditions of purchase or use of the product.

23 **3.3 Reformulated Covered Products**

24 A Reformulated Covered Product is one for which the "Daily Lead Exposure Level" is no
25 greater than 0.5 micrograms of lead per day.

26 **4. SETTLEMENT PAYMENT**

27 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
28 attorney's fees, and costs, KAY'S PROCESSING shall make a total payment of \$50,000.00

1 (“Total Settlement Amount”) in 4 equal monthly installment payments of \$12,500.00 each.
2 The first monthly installment payment of \$12,500.00 is due to ERC within 5 business days of
3 the Effective Date. The 3 remaining monthly installment payments of \$12,500.00 are due
4 within 5 business days of the monthly anniversary of the Effective Date (“Due Dates”).
5 KAY’S PROCESSING shall make these payments by wire transfer to ERC’s escrow account,
6 for which ERC will give KAY’S PROCESSING the necessary account information. The Total
7 Settlement Amount shall be apportioned as follows:

8 **4.2** \$11,219.56 shall be considered a civil penalty pursuant to California Health and
9 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$8,414.67) of the civil penalty to the
10 Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe
11 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
12 Code section 25249.12(c). ERC will retain the remaining 25% (\$2,804.89) of the civil penalty.

13 **4.3** \$1,413.92 shall be distributed to ERC as reimbursement to ERC for reasonable
14 costs incurred in bringing this action.

15 **4.4** \$8,414.65 shall be distributed to ERC as an Additional Settlement Payment
16 (“ASP”), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and
17 3204. ERC will utilize the ASP for activities that address the same public harm as allegedly
18 caused by KAY’S PROCESSING in this matter. ERC represents that these activities are detailed
19 below and support ERC’s overarching goal of reducing and/or eliminating hazardous and toxic
20 chemicals in dietary supplement products in California. ERC represents that its activities have
21 had, and will continue to have, a direct and primary effect within the State of California because
22 California consumers will be benefitted by the reduction and/or elimination of exposure to lead
23 in dietary supplements and/or by providing clear and reasonable warnings to California
24 consumers prior to ingestion of the products.

25 ERC represents that based on a review of past years’ actual budgets, ERC is providing
26 the following list of activities ERC engages in to protect California consumers through
27 Proposition 65 citizen enforcement, along with a breakdown of how ASP funds will be utilized
28 to facilitate those activities: (1) ENFORCEMENT (65-80%): obtaining, shipping, analyzing, and

1 testing dietary supplement products that may contain lead and are sold to California consumers.
2 This work includes continued monitoring and enforcement of past consent judgments and
3 settlements to ensure companies are in compliance with their obligations thereunder, with a
4 specific focus on those judgments and settlements concerning lead. This work also includes
5 investigation of new companies that ERC does not obtain any recovery through settlement or
6 judgment; (2) VOLUNTARY COMPLIANCE PROGRAM (10-20%): maintaining ERC's
7 Voluntary Compliance Program by acquiring products from companies, developing and
8 maintaining a case file, testing products from these companies, providing the test results and
9 supporting documentation to the companies, and offering guidance in warning or implementing a
10 self-testing program for lead in dietary supplement products; and (3) "GOT LEAD" PROGRAM
11 (up to 5%): maintaining ERC's "Got Lead?" Program which reduces the numbers of
12 contaminated products that reach California consumers by providing access to free testing for
13 lead in dietary supplement products (Products submitted to the program are screened for
14 ingredients which are suspected to be contaminated, and then may be purchased by ERC,
15 catalogued, sent to a qualified laboratory for testing, and the results shared with the consumer
16 that submitted the product).

17 ERC shall be fully accountable in that it will maintain adequate records to document and
18 will be able to demonstrate how the ASP funds will be spent and can assure that the funds are
19 being spent only for the proper, designated purposes described in this Consent Judgment. ERC
20 shall provide the Attorney General, within thirty days of any request, copies of documentation
21 demonstrating how such funds have been spent.

22 **4.5** \$15,075.00 shall be distributed to the Law Office of Richard M. Franco as
23 reimbursement of ERC's attorney's fees, while \$13,876.87 shall be distributed to ERC for its
24 in-house legal fees. Except as explicitly provided herein, each Party shall bear its own fees and
25 costs.

26 **4.6** In the event that KAY'S PROCESSING fails to remit a payment owed under
27 Section 4 of this Consent Judgment on or before the relevant Due Dates, KAY'S
28 PROCESSING shall be deemed to be in material breach of its obligations under this Consent

1 Judgment. ERC shall provide written notice of the delinquency to KAY'S PROCESSING via
2 electronic mail. If KAY'S PROCESSING fails to deliver the delinquent payment within five
3 (5) days from the written notice, the Total Settlement Amount shall be immediately due and
4 owing and shall accrue interest at the statutory judgment interest rate provided in the California
5 Code of Civil Procedure section 685.010. Additionally, KAY'S PROCESSING agrees to pay
6 ERC's reasonable attorney's fees and costs for any efforts to collect the payment due under this
7 Consent Judgment.

8 **5. MODIFICATION OF CONSENT JUDGMENT**

9 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by
10 written stipulation of the Parties and upon entry by the Court of a modified consent judgment or
11 (ii) by motion of either Party pursuant to Section 5.3 or 5.4 and upon entry by the Court of a
12 modified consent judgment.

13 **5.2** If either party seeks to modify this Consent Judgment under Section 5.1, then
14 that party must provide written notice to the other party of its intent ("Notice of Intent") and
15 seek to meet and confer regarding the proposed modification. The Parties shall meet in person
16 or via telephone within thirty (30) days of the Notice of Intent. Should it become necessary,
17 the Parties may agree in writing to different deadlines for the meet-and-confer period.

18 **5.3** In the event that a party initiates or otherwise requests a modification under
19 Section 5.1, and the meet and confer process leads to a joint motion or application of the
20 Consent Judgment, the party requesting the modification shall prepare, file, and argue the
21 motion or application.

22 **5.4** Where the meet-and-confer process does not lead to a joint motion or
23 application in support of a modification of the Consent Judgment, then either Party may seek
24 judicial relief on its own.

25 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT** 26 **JUDGMENT**

27 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
28 this Consent Judgment.

1 **6.2** If ERC alleges, based on its test data, that any Covered Product fails to qualify
2 as a Reformulated Covered Product (for which ERC alleges that no Warning has been
3 provided), then ERC shall inform KAY'S PROCESSING in a reasonably prompt manner of its
4 test results, including information sufficient to permit KAY'S PROCESSING to identify the
5 Covered Products at issue. KAY'S PROCESSING shall, within thirty (30) days following such
6 notice, provide ERC with any relevant testing and other information demonstrating KAY'S
7 PROCESSING's compliance with the Consent Judgment, if warranted. The Parties shall first
8 attempt to resolve the matter prior to ERC taking any further legal action.

9 **7. APPLICATION OF CONSENT JUDGMENT**

10 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
11 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
12 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
13 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
14 application to any Covered Product which is distributed or sold exclusively outside the State of
15 California and which is not used by California consumers.

16 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

17 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
18 on behalf of itself and in the public interest, and KAY'S PROCESSING and its respective
19 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
20 suppliers, franchisees, licensees, customers (not including private label customers of KAY'S
21 PROCESSING), distributors, wholesalers, retailers, and all other upstream and downstream
22 entities in the distribution chain of any Covered Product, including but not limited to Kay's
23 Naturals, Inc. and the predecessors, successors, and assigns of any of them (collectively,
24 "Released Parties"). ERC, on behalf of itself and in the public interest, hereby fully releases
25 and discharges the Released Parties from any and all claims, actions, causes of action, suits,
26 demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have
27 been asserted from the handling, use, or consumption of the Covered Products, as to any
28 alleged violation of Proposition 65 or its implementing regulations arising from the failure to

1 provide Proposition 65 warnings on the Covered Products regarding lead up to and including
2 the Effective Date.

3 **8.2** ERC on its own behalf only, and KAY'S PROCESSING on its own behalf
4 only, further waive and release any and all claims they may have against each other for all
5 actions or statements made or undertaken in the course of seeking or opposing enforcement of
6 Proposition 65 in connection with the Notice and Complaint up through and including the
7 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's
8 right to seek to enforce the terms of this Consent Judgment.

9 **8.3** It is possible that other claims not known to the Parties, arising out of the facts
10 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be
11 discovered. ERC on behalf of itself only, and KAY'S PROCESSING on behalf of itself only,
12 acknowledge that this Consent Judgment is expressly intended to cover and include all such
13 claims up through and including the Effective Date, including all rights of action therefore.
14 ERC and KAY'S PROCESSING acknowledge that the claims released in Sections 8.1 and 8.2
15 above may include unknown claims, and nevertheless waive California Civil Code section
16 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
18 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
19 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
20 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
21 OR HER SETTLEMENT WITH THE DEBTOR.

22 ERC on behalf of itself only, and KAY'S PROCESSING on behalf of itself only, acknowledge
23 and understand the significance and consequences of this specific waiver of California Civil
24 Code section 1542.

25 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
26 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
27 in the Covered Products as set forth in the Notice and Complaint.

28 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
environmental exposures arising under Proposition 65, nor shall it apply to any of KAY'S
PROCESSING's products other than the Covered Products.

1 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

2 In the event that any of the provisions of this Consent Judgment are held by a court to be
3 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

4 **10. GOVERNING LAW**

5 The terms and conditions of this Consent Judgment shall be governed by and construed in
6 accordance with the laws of the State of California.

7 **11. PROVISION OF NOTICE**

8 All notices required to be given to either Party to this Consent Judgment by the other shall
9 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via
10 email may also be sent.

11 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

12 Chris Heptinstall, Executive Director, Environmental Research Center
13 3111 Camino Del Rio North, Suite 400
14 San Diego, CA 92108
15 Tel: (619) 500-3090
16 Email: chris_erc501c3@yahoo.com

17 With a copy to:

18 RICHARD M. FRANCO
19 LAW OFFICE OF RICHARD M. FRANCO
20 6500 Estates Drive
21 Oakland, CA 94611
22 Ph: 510-684-1022
23 Email: rick@rfrancolaw.com

24 **KAY'S PROCESSING, LLC**

25 Massoud Kazemzadeh, Manager
26 100 1st Ave., SE
27 Clara City, MN 56222
28 Email: massoud@kaysprocess.com

With a copy to:

AMY P. LALLY
SIDLEY AUSTIN LLP
555 West Fifth Street, Suite 4000
Los Angeles, California 90013-1010
Telephone: (213) 896-6000
Facsimile: (213) 896-6600

1 **12. COURT APPROVAL**

2 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
3 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
4 Consent Judgment.

5 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
6 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
7 prior to the hearing on the motion.

8 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
9 void and have no force or effect.

10 **13. EXECUTION AND COUNTERPARTS**

11 This Consent Judgment may be executed in counterparts, which taken together shall be
12 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid
13 as the original signature.

14 **14. DRAFTING**

15 The terms of this Consent Judgment have been reviewed by the respective counsel for each
16 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and
17 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
18 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
19 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
20 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
21 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
22 equally in the preparation and drafting of this Consent Judgment.

23 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

24 If a dispute arises with respect to either Party's compliance with the terms of this Consent
25 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in
26 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be
27 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

1 **16. ENFORCEMENT**

2 ERC may, by motion or order to show cause before the Superior Court of Alameda
3 County, enforce the terms and conditions contained in this Consent Judgment. In any action
4 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
5 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
6 To the extent the failure to comply with the Consent Judgment constitutes a violation of
7 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,
8 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by
9 law for failure to comply with Proposition 65 or other laws.

10 **17. ENTIRE AGREEMENT, AUTHORIZATION**

11 **17.1** This Consent Judgment contains the sole and entire agreement and
12 understanding of the Parties with respect to the entire subject matter herein, and any and all
13 prior discussions, negotiations, commitments, and understandings related hereto. No
14 representations, oral or otherwise, express or implied, other than those contained herein have
15 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
16 herein, shall be deemed to exist or to bind any Party.

17 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully
18 authorized by the Party he or she represents to stipulate to this Consent Judgment.

19 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
20 **CONSENT JUDGMENT**

21 This Consent Judgment has come before the Court upon the request of the Parties. The
22 Parties request the Court to fully review this Consent Judgment and, being fully informed
23 regarding the matters which are the subject of this action, to:

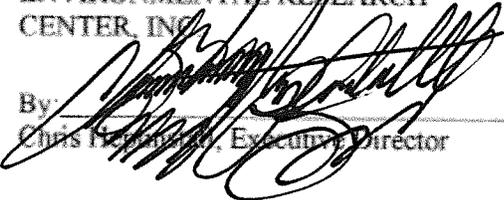
24 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
25 equitable settlement of all matters raised by the allegations of the Complaint that the matter has
26 been diligently prosecuted, and that the public interest is served by such settlement; and

27 (2) Make the findings pursuant to California Health and Safety Code section
28 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

1 **IT IS SO STIPULATED:**

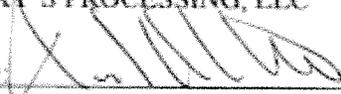
2 Dated: 3/28/, 2017

ENVIRONMENTAL RESEARCH
CENTER, INC.

By: 
Chris Henneman, Executive Director

6 Dated: 8-25-, 2017

KAY'S PROCESSING, LLC

By: 
Massoud Kazemzadeh, Manager

10 **APPROVED AS TO FORM:**

11 Dated: _____, 2017

LAW OFFICE OF RICHARD M. FRANCO

By: _____
Richard M. Franco
Attorney for Plaintiff Environmental
Research Center, Inc.

16 Dated: _____, 2017

SIDLEY AUSTIN LLP

By: _____
Amy P. Lally
Attorney for Defendant Kay's Processing,
LLC

22 **ORDER AND JUDGMENT**

23 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
24 approved and Judgment is hereby entered according to its terms.

25 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

26
27 Dated: _____, 2017

Judge of the Superior Court

1 **IT IS SO STIPULATED:**

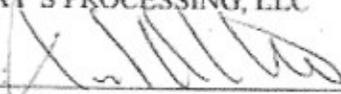
2 Dated: _____, 2017

ENVIRONMENTAL RESEARCH
CENTER, INC.

4 By: _____
5 Chris Heptinstall, Executive Director

6
7 Dated: 8-25-, 2017

KAY'S PROCESSING, LLC

8 By: 
9 Massoud Kazemzadeh, Manager

10
11 **APPROVED AS TO FORM:**

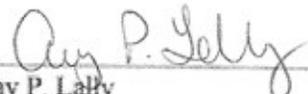
12 Dated: 9/1, 2017

LAW OFFICE OF RICHARD M. FRANCO

13 By: 
14 Richard M. Franco
15 Attorney for Plaintiff Environmental
16 Research Center, Inc.

17 Dated: 9-1, 2017

SIDLEY AUSTIN LLP

18 By: 
19 Amy P. Lally
20 Attorney for Defendant Kay's Processing,
21 LLC

22 **ORDER AND JUDGMENT**

23 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
24 approved and Judgment is hereby entered according to its terms.

25 IT IS SO ORDERED, ADJUDGED AND DECREED.

26
27 Dated: _____, 2017

28 Judge of the Superior Court